



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST JOHN THE BAPTIST PARISH  
AND  
CASTAY, INC  
FOR  
EMERGENCY STANDBY GENERATORS**



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCHI Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
06/22/2021 10:08AM  
381265-MQ  
*Julia K. L. L. #52951*

**WHEREAS**, the St. John the Baptist Parish Council approved the Resolution to grant Administration authorization to enter into a Professional Services Agreement for Emergency Standby Generators with **Castay, Inc.** at the May 25, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for Emergency Standby Generators.

This Agreement is made and entered into on this 25<sup>th</sup> day of May, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Castay, Inc., 900 East Airline Highway, LaPlace Louisiana 70068, (985) 652.9722**, (hereinafter referred to as "**CONTRACTOR**"), represented by Walter H. Castay, III, in accordance with the corporate resolution attached hereto, do hereby enter into this "Agreement" under the following terms and conditions.

### SCOPE OF SERVICES

The services to be performed by **CONTRACTOR** for **PARISH** under this Agreement ("Services") are set out in **Exhibit A (Statement of Work)**, incorporated herein by reference.

### TERM OF AGREEMENT

This Agreement shall begin on June 15, 2021 and terminate one (1) year thereafter on June 15, 2022.

### AMENDMENT

This Agreement may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

## **EXTENSION**

The term of this Agreement shall not be extended.

## **PAYMENT TERMS**

In consideration of the services described above, **PARISH** hereby agrees to provide compensation to the **CONTRACTOR** in accordance with its fee schedule listed in **Exhibit B: Pricing Schedule**.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR**, and all deliverables, etc. shall be submitted to her and all approval and administration of this Agreement shall be through him.

## **INSURANCE**

**CONTRACTOR** shall meet or exceed the **PARISH's** Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

## **MONITORING PLAN**

This Agreement shall be administered and monitored by the **DIRECTOR** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A (Statement of Work)** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **CONTRACTOR** shall submit a monthly summary of activities in accordance with **Exhibit B: Price Schedule**.

## **TAXES**

**CONTRACTOR** hereby agrees that the responsibility for payment of taxes from the funds thus received under this Agreement and/or legislative appropriation shall be **CONTRACTOR's** obligation. **CONTRACTOR** is required to provide a completed W-9 form prior to commencement of work.

## **TERMINATION FOR CAUSE**

The **PARISH** may terminate this Agreement for cause based upon the failure of the **CONTRACTOR** to comply with the terms and/or conditions of this Agreement, provided that **PARISH** shall give the **CONTRACTOR** written notice specifying the **CONTRACTOR's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The **CONTRACTOR** may terminate this Agreement for cause based upon the failure of the **PARISH** to comply with the terms and/or conditions of this Agreement, provided that the **CONTRACTOR** shall give the **PARISH** written notice specifying the **PARISH's** failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

Notwithstanding the above, the **CONTRACTOR** will not be relieved of liability to **PARISH** for damages sustained by **PARISH** by virtue of any breach of this Agreement by the **CONTRACTOR**, and **PARISH** may withhold any payments to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages due **PARISH** from the **CONTRACTOR** is determined.



#### **TERMINATION FOR CONVENIENCE**

**PARISH** may terminate this Agreement at any time by giving thirty (30) days written notice to the **CONTRACTOR** of its intent to terminate this Agreement. The **CONTRACTOR** shall be entitled to payment for deliverables in progress; to the extent work has been performed satisfactorily.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **CONTRACTOR** by **PARISH** shall remain the property of **PARISH**, and shall be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement. Copies of all records, reports, documents, or other material related to this Agreement and/or obtained or prepared by **CONTRACTOR** in connection with the performance of the services in which contract fees have been paid for herein shall become the property of **PARISH**, and shall, upon request, be returned by **CONTRACTOR** to **PARISH**, at **CONTRACTOR**'s expense, at termination or expiration of this Agreement.

#### **NON-ASSIGNABILITY**

**CONTRACTOR** shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **CONTRACTOR** from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **CONTRACTOR** which relate to this Agreement.

#### **INDEMNITY**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of a resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **CONTRACTOR**.

#### **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents, and other work products furnished under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the Parties hereto that the **CONTRACTOR** is entering into this Agreement in the capacity of an independent **CONTRACTOR**. While in the performance of services or carrying out other obligations under this Agreement, the **CONTRACTOR** shall be acting in the capacity of independent **CONTRACTORs** and not as employees of St. John the Baptist Parish.

The **PARISH** shall not be obliged to any person, **CONTRACTOR** or corporation for any obligations of the **CONTRACTOR** arising from the performance of their services under this Agreement.

This Agreement shall be binding upon the successors and assigns for the Parties hereto. This Agreement being for the personal services of the **CONTRACTOR**, shall not be assigned or subcontracted in whole or in part by the **CONTRACTOR** as to the services to be performed hereunder without the written consent of the **PARISH**.

#### **SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this Agreement shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and in such an event, this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **VENUE**

This Agreement shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this Agreement shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **CONTRACTOR** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

#### **NOTICES**

All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, by acknowledged e-mail, or to such other address or written form of communication as the Parties may substitute by written notice, by giving at least 7 days' notice of such change.

<b>If to Parish:</b>	<b>If to Contractor:</b>
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	Castay, Inc. Attn: Walter H. Castay, III 900 East Airline Hwy LaPlace, LA 70068

#### **DISCRIMINATION CLAUSE**

The **CONTRACTOR** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **CONTRACTOR** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.



THUS DONE AND SIGNED AT LaPlace, Louisiana on the day, month and year first written on page one of this document.

WITNESS:

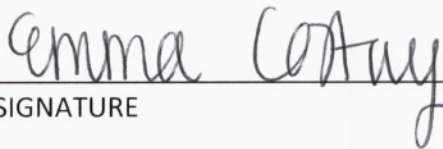


SIGNATURE

Deshanda Firmin

PRINT NAME

WITNESS:



SIGNATURE

Emma Castay

PRINT NAME

PARISH:

ST. JOHN THE BAPTIST PARISH



By: Jaclyn Hotard  
Parish President

CONTRACTOR:

Castay, Inc.



Walter H. Castay, III  
President

**Exhibit A**  
**Statement of Work**

**SECTION 1000 Mobilization/Demobilization, Personnel Rates, and Miscellaneous Items**

- A. Mobilization and demobilization consist of the preparatory work and operations including, but not limited to the movement of supplies, standard equipment, personnel and incidentals to and from the project location. This item shall be utilized at the **PARISH**'s discretion.

**MEASUREMENT AND PAYMENT**

- 1000.01 All costs associated with the initial and subsequent mobilizations and demobilizations of standard equipment, as defined above.
- 1000.02-.05 All personnel shall be available within 1.5 hours of notice from the **PARISH**. Personnel rates shall be for actual time at job site and shall include all materials needed to perform duties included in specifications.
- 1000.06 Cost per gallon of diesel for fueling at location of generator.
- 1000.07 Additional cost per hour rate for any time spent detained, after 4 hours, during mobilization/demobilization.
- 1000.08A-.08B Price per linear foot of additional cable, if necessary.

**SECTION 2000 Emergency Standby Generator**

- A. These items are for standby pricing rates to reserve generators, for pre-planning purposes in the event of an emergency, for a twelve (12) month period of contract calendar year.
- B. Standard equipment includes, but is not limited to generator unit, cables, fuel tank or any other equipment necessary per site to produce temporary power requirements.
- C. Units shall be stored at a site within area listed in Qualifications section.

**MEASUREMENT AND PAYMENT**

- 2000.02-36 Upon approval from the **PARISH, CONTRACTOR** shall be paid per unit to have standard equipment on stand-by for duration of time period in description.

**SECTION 3000 GENERATOR USAGE RATES**

- A. The intent of these items is to establish a usage rate for each unit.
- B. Provide necessary supplementary equipment including, but not limited to, items listed per unit in section 2000. Provide properly licensed personnel needed to off-load, install and operate generators

upon delivery to designated locations, when required by **PARISH**. Delivery of units shall be delivered to site within 2 hours of request.

- C. Generators will be delivered with a full tank of fuel.
- D. In the event of malfunction or equipment failure during the period of rental, provide repair or replacement within 24 hours.
- E. Rental terminates upon notification to the **CONTRACTOR** from the **PARISH** for retrieval of equipment.

#### **MEASUREMENT AND PAYMENT**

3000.02-36 Week - Price per unit shall be a seven (7) day week. Price shall be prorated on a daily basis.

3000.02-36 Month - Price per unit shall be a calendar month.

Exhibit B  
Price Schedule|

Section 1000 Mobilization/Demobilization, Site Assessment, and Miscellaneous Items

	Item No.	Service Description	Quantity	Unit	Unit Price
1	1000.01	Mobilization and Demobilization -4 Hour Minimum	1	HR	\$175.00
2	1000.02	Site Assessment, Hourly Rate	1	HR	\$125.00
3	1000.03	Technician, Hourly Rate	1	HR	\$125.00
4	1000.04	Electrician, Hourly Rate	1	HR	\$255.00
5	1000.05	Operator, Hourly Rate	1	HR	\$125.00
6	1000.06	Refueling Charge, Price Per Gallon-Diesel	1	GAL	cost+20%
7	1000.07	Detainment Charge (After 4 hour delay)	1	HR	\$125.00
8	1000.08A	4/0 Cable	1	FT	0.08/ft/day
9	1000.08B	#2 4C Cable	1	FT	0.24/ft/day

Section 2000 Standby Rates

	Generator Item No.	Standby Rate Month	Standby Rate Year	Location
1	2000.02	\$ 205.00	\$ 2,460.00	Belle Terre
2	2000.09	\$ 205.00	\$ 2,460.00	E 7th Lucy
3	2000.10	\$ 205.00	\$ 2,460.00	E 10th Reserve
4	2000.11	\$ 205.00	\$ 2,460.00	E 23rd Reserve
5	2000.12	\$ 330.00	\$ 3,960.00	Foxwood
6	2000.14	\$ 193.00	\$ 2,316.00	Hwy 18 Edgard
7	2000.16	\$ 300.00	\$ 3,600.00	Ned Duhe
8	2000.20	\$ 223.00	\$ 2,676.00	Roussels
9	2000.24	\$ 205.00	\$ 2,460.00	West 1st Edgard
10	2000.25	\$ 235.00	\$ 2,820.00	Woodland
11	2000.27	\$ 1,145.00	\$ 13,740.00	Spare 800KW
12	2000.28	\$ 330.00	\$ 3,960.00	Brooks LS
13	2000.29	\$ 330.00	\$ 3,960.00	Country Club
14	2000.30	\$ 330.00	\$ 3,960.00	LaPlace Park LS
15	2000.31	\$ 193.00	\$ 2,316.00	Oxbow LS
16	2000.32	\$ 200.00	\$ 2,400.00	Elm St LS
17	2000.33	\$ 151.00	\$ 1,812.00	West Bank LS 1
18	2000.34	\$ 151.00	\$ 1,812.00	West Bank LS 2
19	2000.35	\$ 330.00	\$ 3,960.00	Timber Mill LS
20	2000.36	\$ 330.00	\$ 3,960.00	Riverside LS
	<b>TOTAL</b>	<b>\$5,796.00</b>	<b>\$ 69,552.00</b>	



## Section 3000 Usage Rates

	Generator Item No.	Usage Rate Week	Usage Rate Month	Location
1	3000.02	\$ 1,010.00	\$ 3,030.00	Belle Terre
2	3000.09	\$ 1,010.00	\$ 3,030.00	E 7th Lucy
3	3000.10	\$ 1,010.00	\$ 3,030.00	E 10th Reserve
4	3000.11	\$ 1,010.00	\$ 3,030.00	E 23rd Reserve
5	3000.12	\$ 1,530.00	\$ 4,590.00	Foxwood
6	3000.14	\$ 990.00	\$ 2,970.00	Hwy 18 Edgard
7	3000.16	\$ 1,449.00	\$ 4,347.00	Ned Duhe
8	3000.20	\$ 1,277.00	\$ 3,831.00	Roussels
9	3000.24	\$ 1,010.00	\$ 3,030.00	West 1st Edgard
10	3000.25	\$ 1,277.00	\$ 3,831.00	Woodland
11	3000.27	\$ 5,600.00	\$ 16,800.00	Spare 800KW
12	3000.28	\$ 1,277.00	\$ 3,831.00	Brooks LS
13	3000.29	\$ 1,277.00	\$ 3,831.00	Country Club
14	3000.30	\$ 1,277.00	\$ 3,831.00	LaPlace Park LS
15	3000.31	\$ 938.00	\$ 2,814.00	Oxbow LS
16	3000.32	\$ 938.00	\$ 2,814.00	Elm St LS
17	3000.33	\$ 759.00	\$ 2,814.00	West Bank LS 1
18	3000.34	\$ 759.00	\$ 2,814.00	West Bank LS 2
19	3000.35	\$ 1,277.00	\$ 3,831.00	Timber Mill LS
20	3000.36	\$ 1,277.00	\$ 3,831.00	Riverside LS

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**EXHIBIT C**  
**Insurance Requirements**

**CONTRACTOR** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **CONTRACTOR** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **CONTRACTOR** in connection with this Agreement.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this agreement.
2. Owner's and **CONTRACTOR's** Protective Liability (if **CONTRACTOR** is a General **CONTRACTOR**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some Agreements may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **CONTRACTOR**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the **PARISH** shall be cause for the submittal to be rejected as non-responsive. **CONTRACTOR** shall maintain insurance in full force and effect during the entire period of performance under Agreement. Failure to do so shall be cause for termination of the Agreement. All policies must have a thirty (30) day non-cancellation clause giving the **PARISH** thirty (30) days prior written notice in the event a policy is changed or canceled.

#### LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this Agreement. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Contractor's License should be furnished. W-9 Form is to be furnished prior to work being issued.

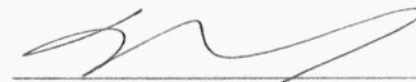


CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF THE BOARD OF DIRECTORS OF CASTAY, INCORPORATED. At the meeting of directors of CASTAY, Incorporated, duly noticed and held on May 3 20 21, a quorum being there present, on motion duly made and seconded. It was:

RESOLVED. That WALTER H. CASTAY III, be and is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation in all negotiations, bidding, concerns and transactions with **St. John the Baptist Parish Council** or any of its agencies, departments, employees or agents, including but not limited to, the execution of all bids, papers, documents, affidavits, bonds, sureties, contracts and acts and to receive and receipt therefore all purchase orders and notices issued pursuant to the provisions of any such bid or contract, this Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact.

I hereby certify the foregoing to be a true and correct copy of an excerpt of the minutes of the above dated meeting of the Board of Directors of said Corporation, and the same has not been revoked or rescinded.

  
(Secretary-treasurer)

May 3 20 21  
(Date)

(This form or other document which establishes Evidence of Agency in accordance with LA R.S. 38:2212 et seq. shall be included in Bid Envelope)

**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R21-74**

Councilman Madere proposed and Councilman Arcuri seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A  
PROFESSIONAL SERVICES AGREEMENT WITH CASTAY, INC. FOR EMERGENCY  
STANDBY GENERATORS**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, Castay, Inc. of LaPlace, LA has been selected for services related to Emergency Standby Generators; and

**WHEREAS**, Castay, Inc. will provide services and equipment to be utilized as needed during emergencies; and

**WHEREAS**, services will be funded through the Utilities and Public Works Departments.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to sign and execute the Professional Services Agreement between St. John the Baptist Parish and Castay, Inc.

This resolution having been submitted to a vote; the vote thereon was as follows:



YEAS: Madere, Becnel, Torres, Houston, Malik, Duhe-Griffin, Arcuri, Schnyder

NAYS: None

ABSTAIN: None

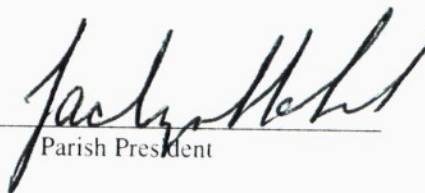
ABSENT: Wright

And, the resolution was declared adopted on this, the 25<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Council Chairman  
  
\_\_\_\_\_  
Secretary

Approved: \_\_\_\_\_ X \_\_\_\_\_

Veto: \_\_\_\_\_

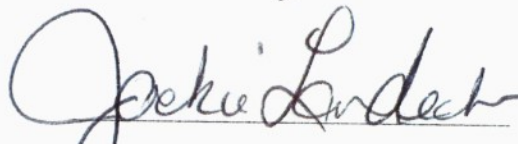
  
Parish President

\* \* \* \* \*

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 25<sup>th</sup> day of May 2021.

Signed at Laplace, Louisiana this 25 day of May 2021.

  
Jackie Landeche  
Secretary

